

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.

0006

3. EFFECTIVE DATE
09/02/20164. REQUISITION/PURCHASE REQ. NO.
See Block 14

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SPEC1C1

7. ADMINISTERED BY (If other than Item 6)

CODE

DLA TROOP SUPPORT
C AND T SUPPLY CHAIN
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X)

9A. AMENDMENT OF SOLICITATION NO.

SPEC1C116R0083

☒9B. DATED (SEE ITEM 11)
2016 JUN 17

10A. MODIFICATION OF CONTRACT/ORDER NO.

☐

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers☐ is extended,☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO.
IN ITEM 10A.☐

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached Continuation Sheet(s).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:
SPE1C116R0083-0006

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- A. The purpose of this amendment is to clarify shipping information, clarify classification of defects, add the clause 252.211-7003 Item Unique Identification and Valuation, and provide answers to questions posed.
- B. The specific details and/or potential offeror questions are attached to this amendment.
- C. All other terms and conditions to include closing date & time remain unchanged.

CONTINUED ON NEXT PAGE

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
ATTACH.	ESAPI Amendment 0006.docx

A. The following changes or additions are hereby made to the solicitation:

1. On page nine (9) within the paragraph beginning with "Identification" the following sentence is deleted, "However, in the case where any additional ballistic material is left over from the production run, that material may only be used in the next consecutive product lot."; and substituted with, "Any ballistic material left over from a production run may only be used on the next consecutive production lot. If the vendor can demonstrate adequate material component traceability methods, this requirement may be waived."

2. All references to "Improved Outer Tactical Vest, Gen IV" found in the last sentence of the third paragraph under section "4)", "Rejected Lots or Units:" located on page ten (10) of the solicitation is hereby deleted and substituted with "ESAPI".

3. Reference the bottom of page 12 and top of page 13. Delete the following:

"Four armor of one size only shall be placed in a snug fitting waterproof intermediate container. All void spaces around the hard armor shall be filled with cushioning or padding in manner to immobilize the contents from movement while in transit. Each box shall be sealed with waterproof tape.

Six intermediate containers shall be placed in a snug-fitting double walled, waterproofed exterior shipping container and sealed with waterproof tape. All void spaces around the intermediate containers shall be filled with cushioning or padding in manner to immobilize the contents from movement while in transit."

Substitute with the following:

"Four armor of one size only shall be placed in a double wall intermediate shipping container. All void spaces around the hard armor shall be filled with cushioning or dunnage to immobilize the contents from movement while in transit. Each box shall be sealed with water resistant tape.

Six intermediate containers shall be placed in a snug-fitting double walled Weather Resistant or Water Vapor Resistant exterior shipping container in accordance with ASTM D 5118/D5118M and sealed with water resistant tape. All void spaces around the intermediate containers shall be filled with cushioning or dunnage to immobilize the contents from movement while in transit."

- B. The following changes or additions are hereby made to Purchase Description CO/PD 04-19H dated 19 May 2016:

1. Reference Table II Classification of Defects for the radiographic examination of ESAPI found on page 23. The following requirements and classifications for an anomaly or defect such as delamination, lamination voids, or under-adhered areas is added on page 24 under Table II Definitions:

Requirement	Classification
$X < 0.030''$	Anomaly or no defect
$0.30'' \leq X < 0.60''$	Minor Defect
$X > 0.060''$	Critical Defect

2. Under the Finished End Item – Spall Defects (DCMA Inspection) portion of Table II the first row the word, “wrinkle” and the word “crease” is hereby deleted.

C. The following clause is hereby added to the solicitation:

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) *Definitions.* As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/uid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the

enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subtitle, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

- (i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

NONE

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

0001 Size Extra Small	ESAPI 8470-01-520-7360
0002 Size Small	ESAPI 8470-01-520-7370
0003 Size Medium	ESAPI 8470-01-520-7373
0004 Size Large	ESAPI 8470-01-520-7382
0005 Size Extra Large	ESAPI 8470-01-520-7385

"See Schedule"

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance

with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**

- (10) Serial number (if concatenated unique item identifier is used).**

- (11) Description.

** Once per item.

- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area Workflow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUUD Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number *(fill in)* ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

D. The following questions and answers are provided:

Question: The original FedBizOpps posting for this opportunity indicated that one award was anticipated as a result of this solicitation; however, the solicitation has invoked FAR 52.216-27 (Single or Multiple Awards). How many awards are anticipated as a result of this solicitation?

Answer: The solicitation will result in one award.

Question: On page 5 of the solicitation, it states the Government reserves the right to order any combination of ESAPI sizes provided they are within the AOLQ quantities identified. The cost to manufacture ESAPI plates varies with the size of the plate, with the cost increasing as the size increases. Can the Government provide an estimated size tariff for pricing purposes?

Answer: A size tariff is not provided. Amendment 0005 to the solicitation requires pricing by size for all ordering periods.

Question: On page 9 of the solicitation, it states that production authorization (FAT) remains in effect and acceptance may continue unless the contractor fails any single LAT. This is a significant change from prior hard body armor contracts, and it places a large financial risk on the contractor, especially when the cost to retest FAT products is to be borne by the contractor, not to mention the financial exposure of other lots in process or in the LAT approval queue. Does this only apply to ballistic LAT failures, or does it also apply to any non-ballistic failure (i.e. nonconformance) that is discovered in LAT?

Answer: The requirement applies to any and all LAT failures whether a result of ballistic or non-ballistic failures. The Government will not allow the continued production of a Critical Safety Item that cannot meet the performance or workmanship standards detailed in the Purchase Description. A LAT failure indicates that the product/design does not meet the contractual requirements and therefore should not be accepted. The Government reserves the right to reject FAT approval and issue CARs for excessive minor non-conformances or any critical non-conformances identified during inspection and testing.

Question: On page 10 of the solicitation, it states that a Pattern of Negative Trending or Failure could include statistically significant shifts in performance over a period of time, whether improvement or degradation. This clause is vague and open to interpretation, and it places a large financial risk on the contractor. Can the Government be more specific as to which metrics will be evaluated for a pattern of negative trending? Also, why would the contractor be penalized for improvements to performance?

Answer: The Government currently tracks all data obtained from FAT and LAT to include but not limited to number of penetrations, Back Face Deformation values, and Upper Tolerance Limits. Defense Contract Management Agency Quality Assurance Representatives will also track in-process defects, Corrective Action Requests (CARs) issued, and end item defects identified during Government Source Inspection. Contractors shall be penalized for SIGNIFICANT improvements to performance as this indicates that changes have been made to either the processes or materials used to manufacture the end item. If Government approved changes via Engineering Change Proposals are responsible for the shifts in performance, no action shall be taken.

Question: Paragraph 3.5 of CO/PD 04-19H (dated 19 May 2016) states that no imperfections are allowed when using non-destructive inspection methods including X-Ray, microscopic analysis, liquid penetrant inspection, ultrasonic testing, and CT scanning or other like technologies. Having zero tolerance when using these technologies (particularly microscopic analysis and CT scanning) presents significant risk to the contractor. It is recommended that the Government establish appropriate tolerance limits for defects when using these non-destructive inspection methods. With that in mind, is Table II within CO/PD 04-19H (dated 19 May 2016) the complete list of defect criteria that contractors will be held to for non-destructive inspection, or will other imperfections be at the discretion of Government inspectors?

Answer: The list presented in Table II is not an exhaustive list of defect criteria but is based on lessons learned from common industry processes and materials. For processes or materials that are unique to the Contractor, defect criteria will be established at time of design approval.

Question: Table II of CO/PD 04-19H (dated 19 May 2016) requires a Tap Test and Torque Test, and X-Ray and CT scan are prescribed for verification. In addition, any amount of delamination, lamination void, or under adhered areas are considered critical defects. What are the procedure and acceptance criteria for the Tap Test and Torque Test?

Answer: The following video created by Product Manager Infantry Combat Equipment (PdM ICE) will be used to detail the procedures for Tap Testing and Torque Testing of ESAPI plates. Link - https://www.youtube.com/watch?v=31dO_XyJ5ik. This could be replaced in the future.

Question: Under what circumstances will X-Ray and CT scan be used for verification? (Every plate? Only plates that fail tap/torque test? All plates from a lot if one or more tap/torque failures are observed?)

Answer: X-Ray and CT scan will be used to verify any defect or anomaly detected through Tap and Torque Testing. If a plate fails Tap, Torque, or both tests it will be subjected to further testing through either X-Ray or CT scan to verify the defect. If the defect is confirmed, all plates associated with the plate exhibiting the defective condition will be segregated and contained for further examination.

Question: Is the contractor or Government responsible for the costs associated with the X-Ray and CT scanning verification?

Answer: The Government shall be responsible for the costs associated with X-Ray and CT scanning verification.

Question: Paragraph 6.11 of CO/PD 04-19H (dated 19 May 2016) makes reference to shelf-life; however, at the start of Section 6, it states items in that section are general or explanatory nature, but not mandatory. Just to clarify, are there shelf-life requirements for this contract, and if so, what are they?

Answer: There is no a separate definition for shelf-life but all ESAPI are presumed to be designed to perform for a reasonable period of time. ESAPI performance and usage has been measured in years.

E. The hour and date specified for receipt of offers is not extended and remains 03:00 P.M. local time September 15, 2016.